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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

FITNESS INTERNATIONAL, LLC,) Case No. 8:22-cv-01800-DOC-DFM
Plaintiff,)
vs.) JUDGMENT ON SPECIAL
LEAH ALSPAUGH and DOES 1 TO 50,) VERDICT
Inclusive,)
Defendants.) Complaint Filed: October 3, 2022
) Final Status Conf: April 17, 2023
) Trial Date: May 2, 2023
)
)
)
)
)

This case came on regularly for Jury Trial on May 2, 2023 in Department "10A" of the United States District Court, Central District of California, the Honorable David O. Carter, Judge presiding. The plaintiff, FITNESS INTERNATIONAL, LLC, appearing through Alice Smith, Esq. and Christine DeMetruis, Esq., and defendant, LEAH ALSPAUGH appearing *in propria persona*.

A jury of six jurors and two alternates were regularly impaneled and sworn/acknowledged and agreed to try the case. Witnesses were sworn and testified.

After hearing the evidence and argument of counsel, the jury was instructed by the Court, and the case was submitted to the jury with directions to return a special verdict. The jury deliberated and, thereafter, returned to Court with its special verdict and the answers given thereto by the jury, which verdict was in words as follows, to wit:

We the jury answer the questions as follows:

TRADEMARK INFRINGEMENT

L.A. FITNESS Mark

1. Is one or more of the “L.A. Fitness”, “LA Fitness” and “Pro Results” marks valid, protectable trademarks?

Yes X

No

If your answer is Yes, go to Question 2.

If your answer is No, go to Question 4.

2. Does FITNESS INTERNATIONAL, LLC own the “L.A. Fitness”, “LA Fitness” and “Pro Results” marks?

Yes

No

If your answer is Yes, go to Question 3.

If your answer is No, go to Question 4.

3. Did LEAH ALSPAUGH use one or more of the “L.A. Fitness”, “LA Fitness” and “Pro Results” marks, or a similar mark, without FITNESS INTERNATIONAL, LLC’s consent in a manner that is likely to cause confusion among ordinary consumers as to the source, sponsorship, affiliation, or approval of the services?

1 Yes X

2 No _____

3 *Go to Question 4.*

4

5 4. Did FITNESS INTERNATIONAL, LLC suffer damages as a result of
6 LEAH ALSPAUGH's infringement of its trademark(s)?

7 Yes X

8 No _____

9 *Go to Question 12.*

10

11 5. Is FITNESS INTERNATIONAL, LLC likely to suffer damages in the
12 future as a result of LEAH ALSPAUGH's infringement of its trademark(s)?

13 Yes X

14 No _____

15 *Go to Question 6.*

16

17 6. If you answered Yes to Question 4 and/or 5, enter the amount of
18 FITNESS INTERNATIONAL, LLC's damages:

19 Past Damages: \$ 100,000

20 Future Damages: \$ 100,000

21 *Go to Question 7.*

22

23 **FEDERAL UNFAIR COMPETITION**

24

25 7. Did LEAH ALSPAUGH use in commerce a false designation of the
26 origin of LA Fitness LLC's services?

27 Yes X

28 No _____

1 *If your answer is Yes, go to Question 8.*

2 *If your answer is No, go to Question 10.*

3

4 8. Was the false designation(s) of origin likely to cause confusion, mistake
5 or deception as to the affiliation, connection, or association of of LA Fitness LLC
6 with FITNESS INTERNATIONAL, LLC and/or LA Fitness, or as to the origin,
7 sponsorship or approval of LA Fitness LLC's services, or commercial activities by
8 FITNESS INTERNATIONAL, LLC and/or LA Fitness?

9 Yes X

10 No _____

11 *If your answer is Yes, go to Question 9.*

12 *If your answer is No, go to Question 10.*

13

14 9. Was FITNESS INTERNATIONAL, LLC damaged or likely to be
15 damaged by the false designation(s) of origin?

16 Yes X

17 No _____

18 *Go to Question 10.*

19

20 10. Enter the amount of FITNESS INTERNATIONAL, LLC's damages:

21 Past Damages: \$ 100 _____

22 Future Damages: \$ 100 _____

23 *Go to Question 11.*

24

25 **COMMON LAW FRAUD**

26

27 11. Did LEAH ALSPAUGH make representations to FITNESS
28 INTERNATIONAL, LLC, including its employees and representatives, that a fact
was true?

1 Yes X

2 No _____

3 *Go to Question 12.*

4

5 12. Did LEAH ALSPAUGH make representations to third parties (other
6 than FITNESS INTERNATIONAL, LLC and its employees and representatives), that
7 a fact was true?

8 Yes X

9 No _____

10 *Go to Question 13.*

11

12 13. If you answered Yes to Question 11 or 12, were LEAH ALSPAUGH's
representations false?

14 Yes X

15 No _____

16 *If your answer is Yes, go to Question 14.*

17 *If your answer is No, go to Question 20.*

18

19 20 14. Did LEAH ALSPAUGH know her representations were false when she
made them, or make the representations recklessly without regard for their truth?

21 Yes X

22 No _____

23 *If your answer is Yes, go to Question 15.*

24 *If your answer is No, go to Question 20.*

25

26 27 28 15. Did LEAH ALSPAUGH intend for FITNESS INTERNATIONAL
(including its employees and representatives) and/or third parties to rely on her
representations?

1 Yes

2 No _____

3 *If your answer is Yes, go to Question 16.*

4 *If your answer is No, go to Question 20.*

5
6 16. Did FITNESS INTERNATIONAL (including its employees and
7 representatives) and/or third parties reasonably rely on LEAH ALSPAUGH's
8 representations?

9 Yes

10 No _____

11 *If your answer is Yes, go to Question 17.*

12 *If your answer is No, go to Question 20.*

13
14 17. Was FITNESS INTERNATIONAL, LLC harmed?

15 Yes

16 No _____

17 *If your answer is Yes, go to Question 18.*

18 *If your answer is No, go to Question 20.*

19
20 18. Was FITNESS INTERNATIONAL, LLC's (including its employees and
21 representatives) or the third party(ies) reliance on LEAH ALSPAUGH's
22 representations a substantial factor in causing FITNESS INTERNATIONAL, LLC's
23 harm?

24 Yes

25 No _____

26 *If your answer is Yes, go to Question 19.*

27 *If your answer is No, go to Question 20.*

1 19. If you answered Yes to Question 18, enter the amount of FITNESS
2 INTERNATIONAL, LLC's damages:

3 Past Damages: \$ 100

4 Future Damages: \$ 100

5 *Go to Question 20.*

6

7 **INTENTIONAL INTERFEENCE WITH PROSPECTIVE ECONOMIC**
8 **ADVANTAGE**

9 20. Were FITNESS INTERNATIONAL, LLC and any third party in an
10 economic relationship that probably would have resulted in an economic benefit to
11 FITNESS INTERNATIONAL, LLC?

12 Yes X

13 No _____

14 *If your answer is Yes, go to Question 21.*

15 *If your answer is No, go to Question 28.*

16

17 21. Did LEAH ALSPAUGH know of the relationships?

18 Yes X

19 No _____

20 *If your answer is Yes, go to Question 22.*

21 *If your answer is No, go to Question 28.*

22

23 22. Did LEAH ALSPAUGH engage in conduct to interfere with the
24 relationships?

25 Yes X

26 No _____

27 *If your answer is Yes, go to Question 23.*

28 *If your answer is No, go to Question 28.*

1
2 23. By engaging in this conduct, did LEAH ALSPAUGH intend to disrupt
3 the relationships?

4 Yes X

5 No _____

6 *If your answer is Yes, go to Question 24.*

7 *If your answer is No, go to Question 28.*

8
9 24. Was the relationship disrupted?

10 Yes X

11 No _____

12 *If your answer is Yes, go to Question 25.*

13 *If your answer is No, go to Question 28.*

14
15 25. Was FITNESS INTERNATIONAL, LLC harmed?

16 Yes X

17 No _____

18 *If your answer is Yes, go to Question 26.*

19 *If your answer is No, go to Question 28.*

20
21 26. Was LEAH ALSPAUGH's conduct a substantial factor in causing
22 FITNESS INTERNATIONAL, LLC's harm?

23 Yes X

24 No _____

25 *If your answer is Yes, go to Question 27.*

26 *If your answer is No, go to Question 28.*

1 27. If you answered Yes to Question 26, enter the amount of FITNESS
2 INTERNATIONAL, LLC's damages:

3 Past Damages: \$ 100

4 Future Damages: \$ 100

5 *Go to Question 28.*

6

7 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

8 28. Was there a contract between FITNESS INTERNATIONAL, LLC and a
9 third party?

10 Yes X

11 No _____

12 *If your answer is Yes, go to Question 29.*

13 *If your answer is No, go to Question 35.*

14

15 29. Did LEAH ALSPAUGH know of the contract?

16 Yes X

17 No _____

18 *If your answer is Yes, go to Question 30.*

19 *If your answer is No, go to Question 35..*

20

21 30. Did LEAH ALSPAUGH's conduct prevent performance of the contract,
22 or make performance more expensive or difficult?

23 Yes X

24 No _____

25 *If your answer is Yes, go to Question 31.*

26 *If your answer is No, go to Question 35.*

1 31. Did LEAH ALSPAUGH intend to disrupt the performance of this
2 contract, or know that disruption of performance was certain or substantially certain
3 to occur?

4 Yes X

5 No _____

6 *If your answer is Yes, go to Question 32.*

7 *If your answer is No, go to Question 35.*

8
9 32. Was FITNESS INTERNATIONAL, LLC harmed?

10 Yes X

11 No _____

12 *If your answer is Yes, go to Question 33.*

13 *If your answer is No, go to Question 35.*

14
15 33. Was LEAH ALSPAUGH's conduct a substantial factor in causing
16 FITNESS INTERNATIONAL, LLC's harm?

17 Yes X

18 No _____

19 *If your answer is Yes, go to Question 34.*

20 *If your answer is No, go to Question 35.*

21
22 34. If you answered Yes to Question 33, enter the amount of FITNESS
23 INTERNATIONAL, LLC's damages:

24 Past Damages: \$ 100

25 Future Damages: \$ 100

26 *Go to Question 35.*

PUNITIVE DAMAGES

35. Did LEAH ALSPAUGH engage in conduct with malice, oppression, or fraud?

Yes X

No

If your answer is Yes, go to Question 36.

If your answer is No, stop here, and have the presiding juror sign and date this form, below.

36. What amount of punitive damages, if any, do you award to FITNESS INTERNATIONAL, LLC:

\$ 401,600

37. TOTAL DAMAGES: Please total the amounts in your response to Questions 6, 10, 19, 27, 34 and 36: \$ 602,400 .

You have now completed this Verdict Form. The Presiding Juror should sign the Form below, and notify the Clerk that you have reached a verdict.

Dated:May 4, 2023

/s/

Presiding Juror

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that plaintiff, FITNESS INTERNATIONAL, LLC, by reason of its Complaint against defendant, LEAH ALSPAUGH, is entitled to Judgment in the amount of \$602,400.00, and any costs and disbursements as allowable pursuant to statute.

DATED: May 8, 2023

David O. Carter
THE HONORABLE DAVID O. CARTER